
LOCAL EXCHANGE AND LONG DISTANCE TELECOMMUNICATIONS TARIFF

**ARIZONA
TELECOMMUNICATIONS SERVICES TARIFF
OF
IONEX COMMUNICATIONS NORTH, INC. DBA BIRCH COMMUNICATIONS**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by Ionex Communications North, Inc. dba Birch Communications with principal offices at 2323 Grand Blvd. Suite 925, Kansas City, MO 64108 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business

Wherever in this Tariff or its headings, the term "Company" or the name Ionex Communications North, Inc., "Birch Communications" or "Birch" appears, that shall mean and shall refer to Ionex Communications North, Inc. dba Birch Communications.

NOTE:

Ionex Communications North, Inc. Arizona Tariff No. 4 cancels and replaces, in its entirety, Arizona Tariff No. 1.

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EFFECTIVE: December 3, 2014

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised pages contain all changes from the original tariff that are in effect as of the date indicated.

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ORIGINAL

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CHECK SHEET, (CONT'D.)

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by IONEX COMMUNICATIONS NORTH, INC. dba Birch Communications, hereinafter referred to as the Company, to Customers within the state of Arizona. Birch's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of IONEX COMMUNICATIONS NORTH, INC. dba Birch Communications, at 2300 Main St. Suite 340, Kansas City, MO 64108.

SERVICE AREA MAP

IONEX COMMUNICATIONS NORTH, INC. dba Birch Communications will provide local exchange service in areas currently served by the ILEC and intrastate toll service throughout the State of Arizona. Local calling areas are as defined in Section 3 of this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS

Advance Payment - Payment of all or part of a charge required before the start of service.

Authorization (Account) Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity that is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Birch - IONEX COMMUNICATIONS NORTH, INC. dba Birch Communications, issuer of this tariff.

Commission - Arizona Corporation Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - IONEX COMMUNICATIONS NORTH, INC. dba Birch Communications, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Preferred Customer Discount ("PCD") - A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts.

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Service - Any means of service offered herein or any combination thereof.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- D.** Service may be terminated by Company upon written notice to the Customer if:
1. the Customer is using the service in violation of this tariff; or
 2. the Customer is using the service in violation of the law; or
 3. the Customer is in violation of written Service Order terms.
- E.** This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.
- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, right-of-ways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2.** Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3.** Any unlawful or unauthorized use of Company facilities and services;
 - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5.** Breach in the privacy or security of communications transmitted over Company facilities;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers who cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff and written Service Orders;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- E. The Company may apply a late payment charge to Customers receiving basic or packaged business services if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

- F. The Customer will be assessed a maximum charge of thirty-five dollars (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission. The address of the Commission is as follows:
- Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
Within Metro Phoenix: 602-542-4251
Toll Free (Instate Only): 800-222-7000
Within Metro Tucson: 520-628-6550
Toll Free (Instate Only): 800-535-0148
www.azcc.gov/divisions/utilities
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.
- E. If Customer is not satisfied once dispute is closed, they may refer to Section 2.15.

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2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- A.** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two and a half (2 ½) times the estimated average monthly bill. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C.** The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate of 6% per year, simple interest.
- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Birch may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- 2.6.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.6.2** For noncompliance with or violation of Commission regulation or Birch's rules and regulations on file with the Commission.
- 2.6.3** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4** For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.5** Without notice in the event of tampering with the equipment or services owned by Birch or its agents.
- 2.6.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- 2.6.7** For neglect or refusal to provide reasonable access to Birch or its agents for the purpose of inspection and maintenance of equipment owned by Birch or its agents.
- 2.6.8** For non-payment of any amount past due to the Company by the Customer.
- 2.6.9** Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.6.10** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Birch may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.11** For Customer's breach of contract for service between the Company and the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of two hours or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption

Less than 2 hours

Over 2 Hours

Amount of Service To Be Credited

None

Credit Formula

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 2 or more)

B = total monthly Recurring Charge for affected service.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Notices and Communications

- 2.12.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.12.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Taxes, Fees and Surcharges, (Cont'd.)

2.13.1 Arizona Universal Service Fund (AUSF)

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Arizona Corporation Commission.

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Dispute Resolution

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice and after the billing dispute process in section 2.5.3 has been followed, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages. If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission as described in Section 2.5.3.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this Section and this Tariff shall remain in full force and effect.

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SECTION 3 - SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS

4.1 Service Order and Change Charges

- 4.1.1** Non-recurring charges apply to processing Service Orders for new service and for changes in service. Current and maximum rates and charges are listed in Section 11.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

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SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS, (CONT'D.)

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge. Current and maximum rates and charges are listed in Section 11.

4.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed. Current and maximum rates and charges are listed in Section 11.

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SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS, (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for IntraLATA and InterLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for IntraLATA and InterLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for IntraLATA toll calls subject to presubscription and the Company for InterLATA toll calls subject to presubscription.
- Option D:** Customer may select a carrier other than the Company for both IntraLATA and InterLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for IntraLATA and InterLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary InterLATA interexchange carrier.
- Option F:** Customer may choose not to select a carrier for IntraLATA or interLATA toll calls, which will require the Customer to dial a carrier access code to route toll calls to the Customer's carrier of choice for each call.

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SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below.

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SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA and interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection.

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SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Charges apply per business or residence line, trunk, or port. Current and maximum rates and charges are listed in Section 11.

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SECTION 4 - SERVICE CHARGE AND SURCHARGE DESCRIPTIONS, (CONT'D.)

4.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Current and maximum rates and charges are listed in Section 11.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE

5.1 General

5.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

5.1.2 Calculation of Distance

The Company does not offer services rated by distance.

5.1.3 Time of Day

The Company does not offer services rated by time of day.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Direct Inward Dial (DID) Service

5.3.1 General

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- B. DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 5.3.3 below, they will be subject to the terms of the Individual Case Basis arrangements.

5.3.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. In addition, the Company reserves the right to review vacant DID stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Direct Inward Dial (DID) Service, (Cont'd.)

5.3.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)

- D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
- E. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Birch DID numbers that utilize the Birch network, or use any other routing method that may cause the originating telephone company to bill Birch for the origination of such traffic, without first obtaining explicit written permission from an officer of Birch. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to Birch due to such transmission or routing. In the event that Customer sends calls to Birch that are not approved for termination, then Customer shall pay Birch an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.3.3 Rates and Charges

Available by separate contract.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service

5.4.1 General

- A. DID/DOD Service combines DID Service as described in Section 5.3 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Where available from the Company, long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 5.4.3 below, they will be subject to the terms of the Individual Case Basis arrangements.

5.4.2 Service Eligibility, Restrictions and Limitations

- A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service

5.4.2 Service Eligibility, Restrictions and Limitations

- B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.
- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
- D. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Birch DID numbers that utilize the Birch network, or use any other routing method that may cause the originating telephone company to bill Birch for the origination of such traffic, without first obtaining explicit written permission from an officer of Birch. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to Birch due to such transmission or routing. In the event that Customer sends calls to Birch that are not approved for termination, then Customer shall pay Birch an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.4.3 Rates and Charges

Available by separate contract.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.5 BirchNet Products

5.5.1 BirchNet Basic Line

Basic Line

Unlimited Local, Intra-LATA Long Distance
Caller ID – Name and Number
Call Waiting
Hunting

Toll Free service is available with this product as described in section 7.5.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Line bundle, standard rates will apply.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers. Additional calling features may be added to the Basic Line.

Current and maximum rates and charges are listed in Section 11.

Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Product may not be available in all areas.

An additional charge will apply when adding Birch Unified Messaging or Voicemail to the line. There is a maximum of 3 extensions per box.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.5 BirchNet Products

5.5.2 BirchNet Essentials

1. BirchNet Essentials is equipped with:

Basic Line with Unlimited Features
Hunting
Unlimited Local IntraLATA Long Distance
200 Minutes of Domestic InterLATA Long Distance per line

Toll Free service is available with this product as described in section 7.5.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers.

Customers may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

BirchNet Essentials will only be available to Birch Local Service Customer locations in which the customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to BirchNet Essentials in order to qualify for this service. Multi-location customers may choose the service per location. Birch may cancel this service if all lines at location do not have this product.

An additional discounted charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 3 extensions per voicemail box.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.5 BirchNet Products

5.5.2 BirchNet Essentials (cont'd)

2. 200 Minute Long Distance Calling Block for BirchNet Essentials ⁽¹⁾:
Current and maximum rates and charges for any long distance minutes over the allotted 200 per line are listed in Section 11.
3. BirchNet Essentials Inclusive Feature List ⁽²⁾:

Anonymous Call Rejection, per line
Call Block
Call Forwarding
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Return
Call Selector
Call Trace
Call Waiting
Caller ID
Caller ID Deluxe
Calling number delivery blocking, per line
Distinctive Ringing Service
Enhanced Caller ID
Preferred Call Forwarding
Remote Access – Call Forwarding Variable
Repeat Dialing
Selective Class of Call Screening
Speed Calling
Three-Way Calling

- ⁽¹⁾ Long distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use. Free long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
- ⁽²⁾ The availability of certain features depends on feature availability. Some features are only available to business customers.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.5 BirchNet Products

5.5.3 BirchNet Value Line

1. BirchNet Value Line is equipped with a Basic Line.

Outbound Long Distance rates are listed in Section 11.

Toll Free service is available with this product as described in section 7.5.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

If features are needed with the BirchNet Value Line, standard rates will apply. The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers.

An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 3 extensions per voicemail box.

Additional features can be added to this line.

2. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

5.5 BirchNet Products – Rates and Maximum Rates may be found in Section 11

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.6 Remote Call Forward

1. Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (terminating station).
2. Limitations
 - (a) Remote Call Forwarding service is offered subject to availability of suitable facilities.
 - (b) RCF is not offered where the terminating number is a coin or coinless pay telephone.
 - (c) The Company does not guarantee identification of the originating telephone number to the Remote Call Forwarding customer.
 - (d) Transmission quality may vary depending on the distance and routing necessary to complete a call. Since RCF service "tandems" two calls into one call, normal transmission quality is not assured for calls forwarded via RCF. Nonetheless, the resulting transmission performance will generally meet the RCF customer's voice-grade needs. Service arrangements which tandem more than two calls into one are more likely to result in unacceptable transmission quality; therefore, the Company will not knowingly forward calls via RCF to another telecommunications service arranged for permanent call forwarding. This policy can be administered only at the time RCF is ordered, and applies only in the forwarding direction. The services to which RCF calls are forwarded are provided independent of the RCF service and may not be within the Company's jurisdiction. Further, such services can be changed subsequent to the provision of an RCF service. Consequently, it is impractical to assure that such increased tandem forwarding never occurs. Where the Company is aware of such a service configuration, it reserves the right to modify such arrangements. Modifications may include, but are not limited to, changing the associated forwarded to number or termination of the RCF service. The RCF customer will be responsible for normal tariff charges for such changes.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.6 Remote Call Forward (continued)

- (e) Remote Call Forwarding is not suitable for satisfactory transmission of data.
- (f) RCF is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF customer without interfering with or impairing any services offered by the Company. If in the opinion of the Company, additional Remote Call Forwarding features at the call forwarding location or facilities at the terminating station line are needed, the customer will, where appropriate, be required to subscribe to such additional RCF features and facilities. In the event the customer refuses to subscribe to such additional RCF features and facilities, said customer's RCF service shall be subject to termination.
- (g) When the Call Forwarding number is to be located in a multi-office exchange, the Company will determine the serving central office.
- (h) Remote Call Forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area within the same county, or are within an Extended Area Service arrangement as specified in this Tariff. All other calls will be sent-paid (1+) only.
- (i) Where a business directory listing is provided for the RCF number, calls will not be forwarded to a Company-provided telephone service for which residential rates apply.
- (j) Where calls are to be forwarded to telephone service other than that of the RCF subscriber, it shall be the responsibility of the RCF subscriber to obtain permission for such forwarding from the subscriber to the other service and to determine a mutually acceptable number of access paths. Where the other subscriber contests such forwarding or the number of access paths, the Company reserves the right to modify the RCF service to the extent necessary to eliminate the other subscriber's complaint. The RCF subscriber shall be responsible for the tarified charges for any resulting rearrangement of the RCF service.

3. Minimum Contract Period

The minimum contract period for this service is one month.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.6 Remote Call Forward (continued)

4. Charges

The following charges are for the Remote Call Forwarding feature and additional access facilities only and are in addition to applicable charges for service and equipment with which it is used.

Monthly Rate – See Section 11

5. Message Charges

(a) The message charges applicable to remotely forwarded calls shall be comprised of two separate charges: (1) a charge for that portion of the call from the originating station to the call forwarding location, and (2) a charge for that portion of the call from the call forwarding location to the terminating station. The respective charge for each such portion shall be as follows:

Between the originating station and all forwarding locations.

The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.

Between the call forwarding location and the terminating station. The Remote Call Forwarding customer is responsible for the applicable charges specified in this or any other applicable Tariff for other than seven- or ten-digit local calling. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

No message charges apply for seven- or ten-digit local calling.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.7 Covista Communications

The following products of Covista Communications are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchNet Value Line

1 phone unlimited domestic ld

5.8 Ernest Communications

The following products of Ernest are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. Remote Call Forward or Remote Call Forward Additional Path

Remote Call Forward-QAZ-Addl Path-	\$30.00
Remote Call Forward-QAZ-	\$30.00
Remote Call Forward-Rsale-QAZ-	\$30.00
Remote Call Forward-Spc	

B. BirchLink T1 PRI

Mo Svc-Bus-PRI Voice- \$399.00

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.8 Ernest Communications (continued)

C. BirchNet Basic Plus

3Day-EZPI-Z1&Z2-AZ-\$28.95	Interplastic-\$29.95
AllenEdmds-BI-2b-\$21.53	ITI-AZ-\$28.50
AlliedBldgProd-Flat-\$31.75	ITT-BI-2d-\$23.78
AlliedCashHoldings-BI-2b-\$25.94	JNH-BI-2b-\$19.53
APG-BI-2a-\$27.21	John Deere-Flat-\$28.00
AZ- \$28.50	Lennox-BI-2a-\$25.30
Blk Angus-EZPI-Z1-QAZ-\$30.95	Limited-BI-2d-\$29.12
Blk Angus-EZPI-Z2-QAZ-\$30.95	MattressFirm-Flat-\$34.30
Boyd Coffee-BI-2b-\$27.99	MattressFirm-Z1-QAZ-\$34.30
Bus-Spc	MattressFirm-Z2-QAZ-\$34.30
Calavo-BI-2b-\$20.58	MotionInd-Flat-\$34.99
Carquest-Flat-\$30.91	Natl Vision-Flat-\$24.00
CarToys-Flat-\$35.99	NSC-2012-AZ-\$23.89
Century Park Assoc-\$28.09	Odyssey-Flat-\$30.50
Chicos-EZPI-\$27.87	OK Tank-EZPI-OnNet-\$32.08
ChmChar-Z1-QAZ-w/3%Dsct-\$22.26	OSF-BI-2a-\$17.33
Cintas-Flat-\$31.80	Paradies-EZPI-Z1-AZ-\$30.95
ClrChan-Z1-QAZ-Flat-\$19.91	Pavestone-BI-2b-\$29.67
CoalBrk-BI-2b-\$26.77	QTP-EZPI-Z1-AZ-\$31.95
ConsumerSource-\$23.56	RAC-Flat-\$29.54
Cranial-EZPI-Z1-AZ-\$26.99	RAC-RCF-\$29.54
CSLPlasma-\$25.17	Red Rbn-BI-2b-QAZ-\$22.73
CT NR-EZ-Z1-AZ-\$28.95	RHF-22AZ-EZPI-Z2-QAZ-\$38.95
CT-2011-Z1-P-QAZ-\$13.37	RHF-22AZ-EZPI-Z3-QAZ-\$38.95

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.8 Ernest Communications (continued)

C. BirchNet Basic Plus (continued)

DesertMtn-Flat-\$29.95	RHF-31AZ-EZPI-Z1-QAZ-49.95
Design W/Rch-BI-2b-\$19.18	RideNow-Flat-QAZ-\$22.95
Digitell-EZPI-Z1-AZ-\$23.95	RSigler-BI-2b-\$19.06
Dolan-BI-2a-\$25.42	Securus-EZ-Z2-QAZ-\$26.20
Dussin-BI-2a-\$17.33	Sm Bus-Z1-Pae-QAZ-\$19.95
Empire-Flat-\$27.61	Sm Bus-Z1-QAZ-\$22.95
EZPI-Z1-AZ-\$38.95	Sm Bus-Z2-QAZ-\$29.95
EZ-Z1-AZ-\$33.95	Sm Bus-Z3-QAZ-\$59.95
EZ-Z2-AZ-\$33.95	Smalley-EZPI-OnNet-\$35.97
Ferrell Gas-BI-2b-\$34.29	SteinMart-Flat-\$25.45
FleetPride-Flat-\$30.20	Sterling-Flat-\$28.84
Fox&Hnd-BI-2d-\$25.91	TrueReligion-Flat-\$27.24
Fuddruckers-On Net-\$30.95	TSR-QAZ-Flat-\$22.95
FurnRow-BI-2b-\$24.71	TX Rhdse-BI-2b-\$25.99
GrtClps-EZ-Z1-AZ-\$33.95	Under Armour-OnNet-\$34.49
HalfPrcBks-Flat-\$27.96	Velocity-Flat-\$32.99
HCR-Flat-\$23.74	YES Comm-On Net-\$34.99
HealthyAdvice-EZPI-QAZ-\$34.95	Zales-EZPI-Z1-AZ-\$27.39
Inf-EZ-Z1-QAZ-\$38.95	Zales-EZPI-Z2-AZ-\$27.39
Internap-BI-2b-\$23.59	ZCanceled-AZ- \$28.50

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.9 Lightyear Network Solutions, LLC

The following products of Lightyear are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchNet Basic Plus

BIZValue Commercial

B. BirchLink T1 PRI

LY BIZ Local PRI

C. BirchLink T1 Integrated (Complete)

DT1 Equip Upgrade

DT1 23 line 7200 min

Dynamic T1 Loop A Monthly

Loop A Monthly Charge

New DT1 23 lines

New Dynamic T1 4 lines

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.10 BirchLink T1 Services

A. Regulations

The 12-month, 24-month and 36-month term agreements are available for Services. Month-to-month service is not available. Early terminations will result in charge of \$100 x months remaining. (Per Location)

All Birch Long Distance term offers are available in conjunction with these services.

The standard allowance of 5000 long distance minutes to locations within the contiguous United States and any optional Long Distance Bundles purchased include:

- Inbound and outbound long distance calls made to locations within the contiguous United States
- 8XX Toll Free Service

Current rates and maximum rates are contained in Section 11.

Birchlink T1 services do not include calling cards, international calling, calls to AK, HI, PR, and USVI other US Territories, or Canada, directory assistance calling, or voice mail. These services are provided pursuant to other Company tariffs or tariff equivalents. Birchlink T1 services are not available to telemarketing firms, Internet Service Providers (ISPs) or call center operations, and are only available in select CLLIs.

End users may or may not choose Company IntraLATA and InterLATA long distance service. If end users utilize other long distance options there will be no price change.

All charges are inclusive of regulatory and special fees. Additional Local, State, Federal and usage-based taxes will apply in accordance with regulatory requirements.

May not be available in all service areas, limited to facility availability.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.10 BirchLink T1 Services (continued)

B. Products

1. BirchLink T1 Complete

The Birchlink T1 Complete option offers up to 24 voice lines with symmetrical data speeds burstable to 1.544 Mbps with the data speed available depending upon voice utilization of the T1 circuit bandwidth. The Complete option also offers a number of additional features inclusive within the basic rates:

- Long distance usage allowance of 5000 minutes per billing cycle for calls made to locations within the contiguous United States.
- Unlimited IntraLATA long distance calling
- Voice Features:
 - Call Waiting
 - Three-Way Calling
 - Distinctive Ringing Service
 - Hunting
 - Remote Access - Call Forwarding Variable
 - Selective Class of Call Screening
 - Repeat Dialing
 - Call Block
 - Call Selector
 - Caller ID
 - Calling number delivery blocking, per line
 - Call Transfer Disconnect
 - Call Forwarding
 - Speed Calling
 - Call Forwarding Busy Line
 - Call Forwarding Don't Answer
 - Call Return
 - Call Tracing
 - Preferred Call Forwarding
 - Anonymous Call Rejection
 - Enhanced Caller ID
 - Message Waiting Indication
 - Caller ID Deluxe

2. BirchLink T1 PRI

The Birchlink T1 PRI offers the following inclusive features:

- Up to 23 ISDN B-Channels for Voice with D-channel for signaling
- 20 Direct Inward Dialing (DID) Numbers
- Caller name and number presentation
- Direct cable connection from phone system
- Unlimited IntraLATA long distance calling
- Long distance usage allowance of 5000 minutes per billing cycle to locations within the contiguous United States.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.10 BirchLink T1 Services (continued)

C. Non-Recurring Charges

1. New Install

The length of the term agreement signed by the customer will determine the total non-recurring charge required for install. See Section 11 for rates.

2. Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff. See Section 11 for rates.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.10 BirchLink T1 Services (continued)

C. Non-Recurring Charges (continued)

3. Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request. Maintenance Visit Charges are listed in Section 11.

D. Monthly Recurring Charges are listed in Section 11.

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SECTION 6 – SUPPLEMENTAL SERVICES

6.1 Custom Calling Features

The features in this section are made available to residential and business Customers. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Call Forward– Automatically routes incoming calls to a predetermined telephone number.

Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting ID – Includes all the features of Call Waiting and additionally provides for the display of the second caller's name and telephone number on Caller ID compatible Customer premises equipment.

Speed Calling 8– Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Speed Calling 30– Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Custom Calling Features, Cont'd.

6.1.2 Description of Features, Cont'd.

Anonymous Call Rejection – Allows a customer to reject calls from callers who have activated the Selective Blocking feature in order to prevent the display of their telephone name/number.

Caller ID with Name – Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment

Call Return (*69) – Automatically redials the last incoming call.

Call Trace (*57) – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customer.

Distinctive Ring – Allows Customers to designate up to two additional telephone numbers from which incoming calls will have a distinctive ring.

Repeat Dialing/ (*66) – Automatically redials a busy number for up to 30 minutes until line is available.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Custom Calling Features, Cont'd.

6.1.3 Features

A. Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. Rates are contained in Section 11.

Feature

Anonymous Call Rejection
Call Block (*60)
Call Forwarding/Don't Answer
Call Forwarding/Busy Line
Call Forward/Variable
Call Return (*69)
Call Trace (*57)
Call Waiting
Call Waiting ID
Caller ID (Number Only)
Caller ID Deluxe (Name and Number)
Hunting
Remote Access to Call Forwarding
Ring Master/Distinctive Ring
Speed Calling 8
Speed Calling 30
Three Way Calling
Repeat Dialing (*66)

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Custom Calling Features, Cont'd.

6.1.3 Rates and Charges, Cont'd.

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge. These features are Three-way calling, Repeat Dialing (*66), Call Return (*69), and Call Trace (*57). The rates per usage are found in Section 11.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Directory Assistance Services

6.2.1 Directory Assistance

A. General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

B. Regulations

There are no call allowances for Directory Assistance Services. A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

- a) Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).
- b) Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- c) Customer experiences poor transmission or is cut off during the call.
- d) Customers will be provided with a maximum of two (2) telephone numbers for each call to Directory Assistance.

C. Price and Maximum Rates are listed in Section 11.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

6.3.1 Rates

Usage Rates

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer. See Section 11 of this tariff.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service

6.5.1 Directory Listing Definitions

Primary Listing - One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group and with each Joint User service.

Non-Listed Number (Private Directory Service) - A Non-Listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

Non-Published Number (Semi-Private Directory Service) - A Non-Published Number will be furnished at the Customer's request. A Non-Published Number is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Number is not available to the general public.

Additional Listings - At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

6.5.2 Rates are listed in Section 11.

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SECTION 7 – TOLL SERVICES

7.1 General

Long Distance service is only available in conjunction with local service.

7.2 Long Distance Directory Assistance Service

The charges as shown below apply for each request made to the Directory Assistance operator:

Long Distance Directory Assistance (555-1212)	<u>Current</u>	<u>Maximum</u>
	\$0.99	\$4.00

7.3 Basic Long Distance Plan

The Basic Plan is an outbound calling plan available to customers who subscribe to the Company's local service plans.

Default Rate per minute	<u>Current</u>	<u>Maximum</u>
(Calls are billing in six (6) second increments, with an Initial period for billing purposes of thirty (30) seconds.)	\$0.99	\$4.00

7.4 Miscellaneous Long Distance Services

Long Distance Only Monthly Recurring Charge	<u>Current</u>	<u>Maximum</u>
	\$4.95	\$14.85

A customer will be billed a monthly recurring charge when they do not subscribe to local services and only have long distance services with Birch.

Long Distance Only Monthly Minimum	<u>Current</u>	<u>Maximum</u>
	\$4.95	\$14.85

Each customer that does not subscribe to local services and only has long distance services with Birch will be billed a minimum per month per account of \$4.95 for long distance services. If monthly charges for outbound usage equal or exceed \$4.95 in a billing period, the monthly minimum will not apply. If the monthly minimum charge in a billing period is less than \$4.95, the monthly minimum usage charge that will apply will be the difference between the month's usage charge and \$4.95. This charge is in addition to any applicable Monthly Recurring Charge.

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SECTION 7 – TOLL SERVICES

7.5 Toll Free Service

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

Customers purchasing standalone toll free service will be subject to the charges set forth in Section 11 of this tariff.

Calls are billed in six (6) second increments, with an initial period for billing purposes of thirty (30) seconds.

Rates

	<u>Current</u>	<u>Maximum</u>
Monthly Recurring Charge per Toll Free Number:	\$2.95	\$12.00
Usage Charge per minute for toll free only or standalone	\$0.089	\$2.50
Usage Charge per minute for toll free service bundled with local service	\$0.069	\$2.50

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SECTION 8 - CONTRACT SERVICES

8.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

8.2 Special Service Arrangements

- 8.2.1** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- 8.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- 8.2.3** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 10 - PROMOTIONS

10.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

10.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Customer to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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SECTION 11 – CURRENT AND MAXIMUM RATES

11.1 Features

<u>Feature</u>	<u>Monthly Rate per Feature</u>	
	<u>Current</u>	<u>Maximum</u>
Anonymous Call Rejection	\$4.95	\$10.00
Call Block (*60)	\$3.35	\$10.00
Call Forwarding/Don't Answer	\$5.00	\$10.00
Call Forwarding/Busy Line	\$6.50	\$10.00
Call Forward/Variable	\$5.00	\$10.00
Call Return (*69)	\$2.70	\$10.00
Call Trace (*57)	\$1.00	\$10.00
Call Waiting	\$7.50	\$10.00
Call Waiting ID	\$6.75	\$10.00
Caller ID (Number Only)	\$6.75	\$10.00
Caller ID Deluxe (Name and Number)	\$7.15	\$10.00
Hunting	\$4.50	\$10.00
Remote Access to Call Forwarding	\$7.20	\$10.00
Ring Master/Distinctive Ring	\$0.90	\$5.00
Speed Calling 8	\$5.45	\$25.00
Speed Calling 30	\$5.45	\$25.00
Three Way Calling	\$4.05	\$20.00
Repeat Dialing (*66)	\$3.15	\$10.00

Usage Sensitive:

<u>Custom Calling Feature</u>	<u>Residence</u>		<u>Business</u>	
	<u>Current Per Use Rate</u>	<u>Maximum Per Use Rate</u>	<u>Current Per Use Rate</u>	<u>Maximum Per Use Rate</u>
Three Way Calling	\$1.00	\$4.00	\$1.00	\$4.00
Repeat Dialing (*66)	\$1.00	\$4.00	\$1.00	\$4.00
Call Return (*69)	\$1.00	\$4.00	\$1.00	\$4.00
Call Trace	\$1.00	\$4.00	\$1.00	\$4.00

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SECTION 11 – CURRENT AND MAXIMUM RATES (CONT'D.)

11.2 Service Charges

<u>Description of Charge</u>	<u>Current</u>	<u>Maximum</u>
Record Change – Simple	\$10.00 per Order	\$40.00 per Order
Record Change - Complex	\$25.00 per Order	\$100.00 per Order
Feature Add or Change	\$10.00 per Order	\$40.00 per Order
Basic Service Change	\$10.00 per Order	\$40.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order	\$40.00 per Order
Directory Listing Change	\$10.00 per Order	\$40.00 per Order
Presubscription Charge	\$10.00 per Line	\$40.00 per Line
Invoice Change	\$60.00 per Order	\$240.00 per Order
Transfer of Service	\$60.00 per Order	\$240.00 per Order
Telephone Number Change	\$25.00 per Order	\$100.00 per Order
Line Signaling Change	\$25.00 per Order	\$100.00 per Order
Vanity Number Search	\$25.00 per Order	\$100.00 per Order
Establishing Dual Service	\$60.00 per Order	\$240.00 per Order
Expedite Service Charge (LWC/UNE)	\$60.00 per Order	\$240.00 per Order
Expedite Service Charge (Facilities)	\$200.00 per Day per Line	\$600.00 per Order
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit	\$1,500.00 per Circuit
Installation Charge	\$90.96 first line	\$300.00 first line
Secondary Line	\$19.99 each additional line	\$80.00 each additional line
Toll Restriction – Domestic	\$6.90 per Month	\$30.00 per Month
Toll Restriction – International	\$5.00 per Month	\$20.00 per Month

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SECTION 11 – CURRENT AND MAXIMUM RATES (CONT'D.)

11.3 Directory Listing

	Monthly Recurring Charge Residence	
	<u>Current</u>	<u>Maximum</u>
Additional Listings	\$1.90	\$8.00
Non-Listed Number, per account	\$2.00	\$8.00
Non-Published Number, per account	\$2.03	\$8.00

	Monthly Recurring Charge Business	
	<u>Current</u>	<u>Maximum</u>
Additional Listings	\$1.90	\$8.00
Non-Listed Number, per account	\$2.00	\$8.00
Non-Published Number, per account	\$2.03	\$8.00

11.4 Operator Services and Directory Assistance

	<u>Current</u>	<u>Maximum</u>
Per Call to Directory Assistance:	\$3.00	\$12.00
Long Distance Directory Assistance Per Call	\$3.00	\$12.00
Calling Card - Automated	\$0.30	\$1.20
Calling Card - Operator Dialed	\$1.13	\$4.00
Billed to Third Number	\$1.51	\$6.00
Collect	\$1.85	\$8.00
Person-to-Person	\$3.00	\$12.00
Operator Assistance	\$3.00	\$12.00
Busy Line Verification	\$1.25	\$6.00
Busy Line Interrupt	\$2.00	\$8.00

11.5 Toll Free Service

	<u>Current</u>	<u>Maximum</u>
Usage Charges per minute for toll free only or standalone	\$0.089	\$0.35
Usage Charges per minute for toll free service bundled with local service	\$0.069	\$0.35
Monthly Recurring Charge per Toll Free Number	\$2.95	\$12.00

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SECTION 11 – CURRENT AND MAXIMUM RATES (CONT'D.)

11.6 Premises Visit

	<u>Current</u>	<u>Maximum</u>
Time and Materials	\$184.00	\$700.00
After-hours Time and Materials	\$184.00	\$700.00
Installation Charge – 1st Hour	\$184.00	\$700.00
Repair Charge – 1st ½ Hour	\$110.00	\$440.00
Repair Charge – Each Add'l ½ Hour	\$ 45.00	\$180.00
Trip Charge	\$110.00	\$440.00

11.7 Restoral Charge \$40.00 \$160.00

11.8 Public Telephone Surcharge \$ 0.55 \$0.60

11.9 BirchNet Products

A. BirchNet Basic Line

	<u>Current</u>	<u>Maximum</u>
12 Month Contract	\$43.95	\$175.00
24 Month Contract	\$43.95	\$175.00
36 Month Contract	\$43.95	\$175.00

B. BirchNet Essentials

	<u>Current</u>	<u>Maximum</u>
12 Month Contract	\$46.95	\$190.00
24 Month Contract	\$46.95	\$190.00
36 Month Contract	\$46.95	\$190.00
LD minute rate over allotted 200 minutes per line	\$0.049	\$0.075
LD minute rate no contract	\$0.075	\$0.075

C. BirchNet Value Line

	<u>Current</u>	<u>Maximum</u>
12 Month Contract	\$41.95	\$170.00
24 Month Contract	\$41.95	\$170.00
36 Month Contract	\$41.95	\$170.00

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SECTION 11 – CURRENT AND MAXIMUM RATES (CONT'D.)

11.9 BirchNet Products (continued)

Outbound InterLATA Long Distance where available

	<u>Current</u>	<u>Maximum</u>
Residential charge per minute	\$0.069	\$0.10
Business charge per minute	\$0.049	\$0.10

D. BirchLink T1 Services - Monthly Recurring Charges and long distance charges

	<u>Current</u>	<u>Maximum</u>
BirchLink T1 Complete	\$625.00	\$1875.00
BirchLink T1 Complete Lines, per line	\$10.00	\$30.00
BirchLink T1PRI	\$450.00	\$1350.00

Nonrecurring Installation Charge:

12-Month Term Agreement	\$600.00	\$1800.00
24-Month Term Agreement	\$300.00	\$900.00
36-Month Term Agreement	\$0.00	\$300.00

	<u>Current</u>	<u>Maximum</u>
Long distance usage beyond the allowance:	\$0.049	\$0.10
8XX toll-free calls per minute	\$0.069	\$0.10

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